

The complaint

Miss B is unhappy with Skipton Building Society. Miss B wanted to transfer an ISA from another bank “M” to Skipton. Miss B contacted Skipton on 20 October 2022. She was told the transfer would take seven working days and she was looking to complete on 22 November 2022. The length of transfer time given to Miss B was wrong and she was later told it was 30 days. There were issues with the transfer forms, communication, and delays.

What happened

Miss B said she followed the process as requested by Skipton to set up the ISA transfer. She filled in the forms and sent them special delivery. She found staff unable to answer her questions around the forms used, the timescales for transfers, and whether the transfer was done electronically or by post. Miss B said she was told she couldn't get help from Skipton as the phone lines were too busy. Ultimately, Miss B needed everything to fall into place so she could complete on her first house purchase. Miss B said Skipton was lying about the webchat function being available. She brought a complaint to this service.

Our investigator upheld the complaint. He noted that Skipton had offered a total of £200 compensation for the distress and inconvenience caused to Miss B. He noted Miss B said she had suffered extra losses such as legal fees and loss of interest. But without evidence of these and based on the transfer completing within the timeframe set by Miss B he said there was no financial loss. However, he said Skipton should pay Miss B a further £75 compensation. Our investigator said this was due to the incorrect information regarding the request sent on 24 October 2022 and Skipton not being able to evidence it did act on this date. He said this resulted in confusion and led to Miss B spending more time having to call her previous ISA provider – M.

Miss B didn't accept this and asked for her complaint to be passed to an ombudsman for a decision.

In my recent provisional decision, I said:

“Miss B has gone into great detail throughout her complaint – I appreciate the amount of detail provided. She has recently again provided a full background with a timeline. I've read everything she has sent to this service. But even though I've considered everything I won't be commenting on every single individual point. I will focus on the main factors. To me the complaint is fundamentally about delays and errors made by Skipton that may have occurred with the transfer. Other later issues are additional to the original complaint.

After her initial contact on 20 October 2022 Miss B followed up by posting the forms required on 22 October 2022. Miss B said she did this because Skipton had told her it didn't accept forms electronically.

Miss B is clear that she was initially told the transfer would take seven working days. Miss B said she only found out the true length of time required during a subsequent, more difficult phone call with Skipton when she was advised that Lifetime ISA transfers can take up to 30 days. Miss B said Skipton said the funds had to be posted by cheque and the forms would

be manually sent. Miss B said she told Skipton that M was based online and would only accept the forms electronically. Miss B said Skipton gave conflicting information on how it communicated with M after that.

Miss B found it very difficult to get through on the telephone to Skipton. The phone lines were too busy with waiting times in excess of an hour. Miss B said Skipton kept suggesting using the online webchat function, but it wasn't possible as the chat function wasn't available. Miss B found this distressing as it meant she didn't have access to her lifetime savings.

Miss B said Skipton claimed it had to have physical copies of the transfer form because it was part of the process. She said it claimed this was either a regulatory requirement or the requirements of M - the other provider. Miss B said this wasn't true M didn't need to follow this process. Miss B noted Skipton did in the end send the forms electronically to M anyway.

Miss B said she was going away on the holiday of a lifetime and wanted to be kept informed of progress. But said she had to keep chasing for updates. M told her on 2 November 2022 it hadn't received the transfer forms from Skipton. So, she chased on webchat and spoke to Skipton on 7 November 2022. Miss B said Skipton again said this was all done by post and she felt it wasn't taking any action to complete the transfer for her. Miss B got the impression Skipton had either lost or weren't confident it had sent the original forms.

Skipton said it only received the Conveyancer Declaration form and the Investor Declaration form on 26 October 2022. It reiterated the 30 day requirement to process withdrawal for Miss B's solicitor and said it couldn't guarantee release of the funds in time for completion without the full 30 days notice. It said her solicitor wanted the declaration form to be sent on 3 November 2022 for a 22 November 2022 completion. But Skipton said it couldn't meet these dates as the transfer from M hadn't been completed. It didn't have the funds to send to Miss B's solicitor on 3 November 2022. This appears to be because Skipton hadn't released the forms to M at this point, but we don't know how quickly M would have passed on the funds. But as Miss B stated, it's highly unlikely that if all three forms had been sent they would have all gone missing.

Miss B said M told her it didn't get the transfer forms from Skipton until 7 November 2022.

Miss B said she had to arrange to contact Skipton very early in the morning while travelling and had to use up her data allowance. She said she missed out on holiday experiences that had already been paid for. Miss B said she also had to pay out for international calls and was held in queues and delayed by the lack of transparency with the Skipton telephone number not being available on its website. Miss B said she could break down her holiday costs or contact her tour provider. Our investigator said Miss B could provide this service evidence of any extra costs.

Miss B said the delays and problems meant she would have to disinvest funds from elsewhere to ensure she could complete the transfer and not lose out on buying her first home or having to pay interest for a late completion. Miss B said she did disinvest on 21 November 2022 and lost interest on this money.

Miss B said she continued to chase and on the day she was due to complete – 22 November 2022 she spoke to someone at Skipton who confirmed it had everything it needed but it hadn't completed. She said the staff member sent her the form there and then and she signed and returned it immediately so funds could be released to her solicitor. Miss B said she paid further legal costs and time due to the way Skipton handled the process. But I've not seen evidence of this.

Miss B said she had a panic attack, severe stress, and anxiety. She felt Skipton never gave a genuine apology. But she did accept it apologised for the delays. Miss B didn't think the apology acknowledged how difficult this time was for her while she felt denied access to her savings.

These areas above are the core factors of this complaint.

I'm not sure if the issues about law breaking and regulatory requirements were a part of Miss B's initial complaint. Her complaint form said "As previously mentioned, it wasn't a requirement of the other provider. M, who do all of their transfers electronically, which also suggests that it can't be a regulatory requirement either. I later questioned which regulatory requirement Skipton were referring to, as my solicitor and I could not find any such requirement. I therefore think that this was an excuse rather than a truthful statement (particularly given that Skipton later sent the form electronically, so if it was a regulatory requirement, then they have subsequently not met their legal and regulatory obligations)."

So, based on these comments I agree with Miss B's position. If there's a problem – it's Skipton's problem.

But after getting our investigators view Miss B made further points on a very different approach. She was now asking questions about whether the transfer had caused her to break the law and/or regulatory requirements. I'm now a little clearer on what triggered these questions based on Miss B's note dated 31 January 2025. Here Miss B said it was Skipton who said the transfer form had to be sent by post and couldn't be sent any other way. Miss B now said Skipton claimed "HMRC will not allow any other method of transfer." So, I do understand why Miss B is concerned. But not sure what has really changed in the intervening period as I think she was right all along. If there's a problem – it's with Skipton. Also, this service can't make award or consider costs that might occur in the future.

For the record I note Skipton did pass the following statement to Miss B on 10 December 2024:

"The ISA Guidance issued by HMRC does not stipulate any methodologies, eg paper, which should be used to carry out ISA transfers. The information you were previously provided about this was not accurate. The Guidance does stipulate a 30 day transfer period which was met. We apologise for any inconvenience or distress the incorrect information provided has caused.

The ISA Guidance is publicly available information...It is a decision for individual firms what processes they put in place."

So, it appears despite Miss B's concerns around how Skipton made contact with M it has provided her with an answer on this specific point after the original complaint was passed to this service. I note Miss B herself has stated since "Neither my solicitor nor I could find any such requirement." And she continued "Skipton later confirmed that the statement was incorrect, and M are a provider with whom [Skipton] do deal electronically."

If Miss B does continue to explore this point further with Skipton and finds this has caused more issues and legal costs, then she would be able to raise this with Skipton. But I note our investigator explained what he could in email correspondence with Miss B – including confirming she could use his email with HMRC if she wished to. He pointed out that the details he was forwarding had been provided by Skipton anyway. I'm unclear but I think from Miss B stating after referring to fees "This is now zero." That she might not be continuing to request costs here.

I note in Miss B's extra comments in her correspondence dated 31 January 2025 about the transfer forms not being sent when Skipton said they were. But I think our investigator accepted in his view that Skipton had not been able to evidence forms had been sent on 24 October and increased the compensation amount because of this.

Miss B said she hasn't received the £200 Skipton was due to pay her in compensation. She said she should be paid £1,000. Miss B said in her correspondence dated 31 January 2025 that the total of £275 was purely based on the handling of the transfer. I'm afraid that's not the case as I've referred to the view our investigator reached earlier in this decision. The amount does take in all aspects of Miss B's complaint.

Initially, Skipton offered £75 for the mistakes it had made as compensation for any distress and inconvenience caused. It accepted Miss B had been given incorrect information about how long it would take for the transfer. It admitted Miss B was wrongly advised about how Skipton would deal with M for the transfer. Skipton accepted Miss B had problems using the webchat service, and it did say this was due to the high number of enquiries it was experiencing. It acknowledged that promised call backs to Miss B weren't carried out.

Skipton said the transfer was completed on 15 November 2022, so it wasn't accepting Miss B's complaint on this aspect as it claimed it wasn't responsible for any delays on the transfer. Skipton said it sent the transfer form to M on 24 October 2022.

Eventually Skipton decided to offer Miss B a further £125 on top of the £75 already offered due to all the problems she encountered getting her transfer completed. This took the total compensation to £200.

Skipton said staff that had made mistakes had received feedback on this.

But Skipton said it dealt with completion documentation on 22 November 2022 to allow the funds to be released that same day and ensure purchase of the property went through. It said it got this done without the usual 30 day requirement being fulfilled.

There's no record produced showing that Skipton did go ahead with the request for transfer on 24 October 2022 as it suggests. And when Miss B checked with M it said the forms hadn't been received on 2 November. It appears to me Miss B's call to Skipton on 7 November 2022 did get the process moving and Skipton only took further action at this point. So, it does look like it was a good job Miss B was diligent in planning ahead for her house purchase completion date and proactive in her willingness to contact both M and Skipton to ensure the process completed. I can understand her feeling that without her action matters would have been delayed. The evidence on this suggests she is right.

Miss B said she had to disinvest elsewhere, and this cost money and lost her interest. But I would need to accept this happened only due to the actions of Skipton. Even with evidence to show this - the transfer did go through within the timescale to allow Miss B to buy her first home. And in her latest correspondence Miss B has noted Skipton stated, "typically monies do not arrive until the day of completion." I accept Miss B's point when she said she hadn't been made aware of that, hadn't been reassured by Skipton and it caused her to have a panic attack as the monies hadn't arrived with less than an hour to go before the latest time to complete the house purchase. There's no doubt this was very stressful and could have been handled better by Skipton.

I can understand Miss B would have been very worried about how this situation was going to work out for her from the moment she was told that it was actually a 30 day turn around for the transfer. This would have been concerning after originally being told seven days. But Skipton did apologise and offered compensation and did get it completed within Miss B's

overall purchase timescale. Even if there's a feeling this was down to Miss B having to chase the process along throughout.

I think Skipton's final point noted above in my findings is a key one. The transfer did get done, the funds were released in time, and Miss B did get her first home purchase completed. So, that does make it very difficult to make a connection to any financial loss – as there's no direct link to the transfer. This is because the transfer completed in time – in fact within the 30 day allowance.

There's no doubt Miss B found the whole situation frustrating and stressful, and Skipton made mistakes along the way. But I don't see why Skipton should be asked to pay £1,000 due to the errors. The purchase of the property went through on time.

Skipton offered the original £75 and then increased that offer to £200. But when asked to evidence that it had passed on the transfer details on 24 October it was unable to. So, that does suggest it most likely made an error here too.

Miss B has now made further points about having to take time off work to chase Skipton, but the point is made generally and doesn't follow through in evidence produced to Skipton for it to consider. Miss B herself also said this was caused in part by her return journey from holiday being delayed. I don't think the details she has provided show a loss of earnings or detail why there was a need to be away from work to deal with Skipton.

But Miss B has provided details of missed breakfasts and holiday activities that she would have paid for in advance, and then wasn't able to partake in. As far as I'm aware these were sent only to this service and not to Skipton. I think it should see these and I will ask our investigator to pass these on for it to consider. It means this will have to be a provisional decision to give Skipton some time to consider it and come back if it wants to, but I think the costs shown of £123.82 appear reasonable. I can't say Miss B had to make the calls she did at the times she did, but I can accept her wish to get these problems dealt with at the start of her day and I accepted earlier that it does appear it was her actions which made sure the process completed on time. Also, I would think missing out on later in the day activities would have been even more frustrating and potentially may have created more costs. I accept that this isn't normal procedure. I'd normally expect Skipton to see these and make a judgement on them before this service so I accept Skipton may well be disappointed with my decision, but I hope it also sees my attempt to get the matter resolved in a reasonable time frame for all parties. So, I'm minded to ask Skipton to pay the £123.82 costs to Miss B pending any further response it may have.

I also took Miss B's point about not knowing that often in these situations the funds only arrive on the final day. And I can understand how she found this very difficult as she was completely unaware of that and didn't realise it until she found this out right at the end of the transfer. So, I can understand when she said this had led to a panic attack. That's a difficult thing to accept as there's unlikely to be any evidence, but based on Miss B's candour and accepting how stressful buying a house is, before considering the circumstances Miss B was operating in, I think it would be fair and reasonable to accept this occurred and had an impact on her. This would be worse than for many homebuyers in any normal circumstances.

So, although I do think the £200 offered by Skipton was a genuine attempt to resolve the matter and consider Miss B's circumstances, I don't think it's quite enough. I think Skipton should increase its offer by a further £200 to make a compensation payment of £400 in total."

Responses to my provisional decision

Miss B provided further details and evidence along with a lengthy response. I'm not going to repeat all of the further points and clarifications, but I will note some of the main points Miss B made.

Around legal costs Miss B said again these should be taken as zero as a breakdown of her costs wasn't quantifiable. She said part of the reason she was paying such attention to this was because of her own job and she didn't want to breach her professional duties. In the end Miss B said she had to take unpaid time off work to explore the issues separately. Miss B referred again to the very tight timescales involved around the house purchase but concluded that she was willing to leave these costs to my judgement.

Miss B mentioned further information provided to her by Skipton that she said may have been incorrect and lead to penalties from HMRC. Miss B asked for confirmation this service hadn't considered the misinformation point *"regarding the conditions of the account needing to be open 12 months as part of this complaint, so the appropriate next steps can be taken."*

Miss B said she disinvested funds due to communication from her solicitor. Miss B said and evidenced that her solicitor thought it sensible for her to put a contingency plan in place.

Miss B agreed details of her missed activities and breakfasts should be passed to Skipton. She accepted she hadn't previously had the loss details to provide to Skipton.

Miss B said she made the calls to Skipton at the times she did to factor in the time difference from where she was in the world whilst minimising disruption to her travel plans. She accepted the delays and problems communicating have been considered by the investigator and in my provisional decision.

Skipton noted the further information and cost details provided. But it responded no further.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I appreciate Miss B's further details around her costs. But I don't think there's anything extra in her comments that makes me think the provisional decision amounts require any change.

Regarding HMRC and potential penalties I've nothing further to add from my provisional decision. As requested, I can confirm if this problem does arise in the future for Miss B and the matter can't be resolved with Skipton, she would be able to bring a new complaint to this service on that specific point.

The further clarification stating that it was Miss B's solicitor who pressed the point about her disinvesting is helpful. I take Miss B's point that this was the advice she received. But this is all it confirms, and this is advice to her from a third party. It isn't an acceptance from Skipton that there's going to be an issue, or that the transfer won't go through on time. It did go through on time. So, I see no reason to change my provisional decision.

Putting things right

- Pay Miss B an additional £200 on top of the £200 it has already offered as compensation for any distress and inconvenience caused.
- Pay Miss B the £123.82 for the missed breakfasts and activities she was unable to take

part in while she was away.

My final decision

I uphold this complaint.

I require Skipton Building Society to:

- Pay Miss B an additional £200 on top of the £200 it has already offered as compensation for any distress and inconvenience caused.
- Pay Miss B the £123.82 for the missed breakfasts and activities she was unable to take part in while she was away.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 24 March 2025.

John Quinlan
Ombudsman